925

Isleworth-Syons Peace.

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Iſtleworth-Syons Peace.

CONTAINING

Certain *ARTICLES OF AGREEMENT* made between the Right Honourable *Algernoone* Earl of *Northumberland*, &c. Lord of the Mannor of *Iſtleworth-Syon* in the County of *Middleſex*, *Peter Dodſworth*, *Hugh Potter* and *Robert Scawen*, Eſquires, of the One Part; and Sir *Thomas Ingram* Knight, Sir *Thomas Nott* Knight, Sir *John Syddenham* Baronet, and others, Copy-hold Tenants of the ſaid Mannor, of the Other Part.

A *Bill* preferred in the High Court of CHANCERY, wherein the ſaid Sir *Thomas Ingram*, Sir *Thomas Nott*, Sir *John Syddenham*, and others, the ſaid Copy-hold Tenants, are Plaintiffs; and the ſaid EARLE, *Peter Dodſworth*, *Hugh Potter* and *Robert Scawen*, Defendants: With the ſaid Defendants Anſwer to the ſaid Bill.

And a *Decree* in the ſaid High Court of CHANCERY, Exemplified under the Great Seal of *England*, whereby the ſaid *Articles* are ratified.

And an *Agreement* of the *Tenants*, where the ſaid *Articles*, &c. ſhall remain.

Together with a Table of the *Contents* of the *Articles*, &c.

All which are herein at large ſet forth: Except the often Repetition of all the Tenants names, which is herein omitted, for brevity ſake onely.

London, Printed by *W. Godbid*, 1657.

The ARTICLES.

ARticles of Agreement Indented and made Between the right Honourable *Algernoone* Earle of *Northumberland*, &c. Lord of the Mannor or Lordship of *Istleworth-Syon* in the County of Middlesex, *Peter Dodsworth*, *Hugh Potter* and *Robert Scawen*, Esquires, Servants to the said Earl, of the One part; and Sir *Thomas Ingram* Knight, Sir *Thomas Nott* Knight, Sir *John Syddenham* Baronet Dame *Martha Williamson* Widow *Edmond Williamson* Esq; *John Morris* Esquire *Richard Downton* Esquire *Thomas Lawley* Esquire *John Browne* Esquire *Edward Berkhead* Esquire *Henry Mildmay* Esq; and *Jane* his Wife *Margaret Aunsham* Spinster *Michael Holman* Esquire *Peter Dodsworth* Esquire *William Chilcot* Esquire *John Needler* Esquire *Henry Poulton* Esquire *Ellis Crisp* Esquire *Charls Pitcarne* Esquire

Leonard

Leonard Hammon Eſquire
David Bonnell Eſquire
Gilbert Barrell Eſquire
Edward Preſcot Eſquire
Thomas Overman Gent.
Thomas Dowdeſwell Gent.
Frances Cooke Widow
John Cardell Clerk
John Tourney Gentleman
Richard Holman Gent.
Richard Shelbury Gent.
Nicholas Aunſham Gent.
Richard Ell Gentleman
Roger Reve Gentleman
John Richards Gentleman
William Dawe Gentleman
Richard Webb Gentleman
Thomas Poulton Gent.
Rowland Aldrich Gent.
John Symcocks Gentleman
John Charles Gentleman
Savage Barrell Gent.
Thomas Gee Gentleman
Thomas Gould Gentleman
John Kinſman Gentleman
John Peirſon Gentleman
Simon Neale Gentleman
John Edlyn Gentleman, and *Ann* his Wife
Iſaac Woodgreene Gent.
Thomas Barwell Gent.
Ephraim Dawſon Gent.
Chriſtopher Banniſter Gent.
Hugh Peirce Gentleman
William Parris Gentleman
Richard Betts Gentleman
Thomas Crofton Gentleman
John Neale Gentleman
Edward Lightmaker Gent.
Ralph Warwick Gent.
Richard Aunſham Gent.
Francis Wyat Gentleman
George Pyke Gentleman.
Weild Gentleman
John Andrewes
Richard Andrewes
Edward Adams
Simon Adams
Abraham Widow
William Cole of Lampton
Henry Cole
John Peters
Gideon Whitehead
Robert Bartlett the Elder
Robert Bartlett the Younger
George Bartlett
Richard

Richard Balls,
William Balls,
William Baker the Elder,
William Baker the Younger,
Francis Abbot Widow,
George Baker,
John Braint,
George Butler,
Thomas Blaſhfield,
Joſiah Burbanke,
Richard Bradbridge,
Benjamin Barker,
William Bethell,
Thomas Becket,
William Becket,
Ann Beale Widow,
Ralph Blower,
Robert Blanke,
Robert Beale,
Henry Beck,
John Bell,
Joan Brooker Widow,
Elizabeth Box,
Hugh Biſhop,
John Bannifter,
Thomas Cole,
John Cole of Twickenham,
William Cole of Twickenham,
John Cole of Bow,
Edward Conſtable,
Ruffine Clark,
William Collins,
William Carpenter,
Richard Clark the Younger,
Henry Coomes,
Jane Child Widow,
William Conſtable,
Martha Cooper Widow,
Thomas Cooke,
Katharine Clark Widow,
Thomas Dowſe,
Ezekias Davis,
William Bryan,
Hugh Godby,
Arthur Pitcher,
Henry Eborn of Twickenham,
William Eborn,
Henry Eborn of Houmſlow,

Peter English, and Sarah his Wife,
Edward Fisher,
Robert Fish, and his Wife,
Jane Fell,
Ann Franklyn,
John Farrington,
John Fuller,
John Finch,
Isabel Fennell,
Henry Fuller,
Abraham Gardiner,
Joan Geale Widow,
Collins Groome,
George Gillen, Garry,
John Gennens,
Thomas Grey,
Edward Gisby the Younger,
John Gildon,
Robert Heddyn,
Timothy Heddyn,
Ellen Hall Widow,
Edmond Brooker,
Thomas Hall,
Martha Hammon Widow
William Hollibock,
William Hacker,
Nathaniel Hammond,
Francis Harper,
Richard Harper,
Elizabeth Cox,
Henry Hammerton,
Thomas Huddle,
John Hewson,
Thomas Hannington, and Katharine his Wife,
John Holman,
William Smith Gentleman,
Matthew Huddle,
Peter Hayward, and Jane his Wife,
William Hart,
Susanna Hart,
Thomas Hayley,
John Herritage,
George Hunt,
Robert Hickman,
Dorothy Houlding,
Thomas Jones his Heirs,
Daniel Johnson Gentlem.
Elizabeth Jenks,

Robert

Robert Knight,
Ann Kirrill Widow,
Margaret Isaacſon Widow,
Nicholas Lancaſter,
Richard Lewis, and *Ellen* his Wife,
Richard Larchin,
Anthony Locksmith,
Agnes Lyons,
Henry Lyons,
Edward Lock,
Thomas Morriſon,
Samuel Mathewes, and *Elizabeth* his Wife,
Margaret Man Widow,
Elizabeth Larchin,
Thomas Larchin,
Henry Malcombe Gent.
Richard Moore,
John Martin,
Francis Merrick,
William Myland,
Edward Morecock,
John Nixon,
Nicholas North,
William Nicholls,
Richard Clark the Elder,
Randal Nunn Gentleman,
John Owen,
Ann Oliver,
Robert Osborne,
Thomas Osborne,
William Oſſever,
Elizabeth Reve alias *Barker*
Robert Parſlowe,
Thomas Prymmer,
John Powel,
John Pope,
Nicholas Pope,
Alice Peirce,
Robert Parſons,
James Prigg,
Thomas Paſmoore,
Simon Parkins,
William Piggot,
Ann Parr VVidow,
Henry Pavet,
Philipp Packer VVidow,
Thomas Penn,
Katharine Price VVidow,
Honor Preſcot,
Robert Paſmoore and *Roſe* his VVife,
VVilliam Ruſſell,

Thomas Read,
Robert Randoll,
Iohn Randoll,
Richard Reynor,
Iohn Reely,
Ann Hargall VVidow,
Ann Holman VVidow,
Edward Reve,
Ioan Robinſon VVidow,
Nicholas Rawles,
Iohn Rodyn,
Iames Lynnet,
William Laurance,
Heſter Standon VVidow,
Iames Shorter,
Thomas Shorter,
Mark Sharpe,
Iohn Salter,
Iohn Ieffs,
Iohn Suddy,
Iane Suddy,
Ann Suddy,
Springall VVidow,
William Stocker,
Iohn Stevens,
Rebecca Stevens,
Tho. Savage of Hampton,
Thomas Savage of Twickenham,
Thomas Symnell Gent.
Henry Saunders,
Phillip Snow,
Richard Steere,
Bennet Sheward VVidow,
Iohn Samuel,
VVilliam Steward,
VVilliam Smith, the younger,
Edward Salter,
Iohn Taylor,
Robert Tyler,
Timothy Taylor,
Ieremy Taylor,
Sybill Taylor,
Nicholus Beale,
Iohn Willis,
Thomas VVillis,
George VVoods,
Iohn VVheeler,
Thomas VValcot,
Iohn VVeſt,
Robert VVhite,
George VVhite,
Iohn VVhite,

Francis

Francis VVhite,
Hugh VVhite,
Rebecca VVeare,
Arthur Butler,
Edmund VVitherhead,
VVilliam VVhite,
Marlyon VVhite,
Margaret VVilliams,
Ieoffery VValler,
Thomas Webb,
Henry Walton's heirs
Thomas VVooddyn,
Francis Farwell,
Ralph Yates,
Richard Gill,
Richard Maldyn, and
Margery Yates;

Copyhold Tenants of the said Mannor of the other part; bearing date the Twentieth day of May, in the year of our Lord God, One thousand Six hundred fifty and six.

Whereas divers Suits and Controversies have heretofore arisen and happened between the said right Honorable *Algernoone* Earle of *Northumberland*, Lord of the said Mannor of *Isleworth-Syon*, and his Lordships Coppy-hold Tenants there, concerning Fines and Heriots, and divers other Customs within the said Mannor:

Now for the final end and Determination of all the said Suits and Controversies, and for prevention of the like which might hereafter happen between the said Earle, *Peter Dodsworth*, *Hugh Potter* and *Robert Scawen*, their Heirs or Assignes; and the said Sir *Thomas Ingram*, Sir *Tho. Nott*, Sir *John Syddenham*, and others, the Copy-hold-Tenants before particularly named, and

Parties to these presents, and their Heirs or Assignes, Copyhold-Tenants of the said Mannor; And for declaring and establishing the Customs of the said Mannor, touching the several Particulars herein after expressed.

It is mutually Covenanted, concluded, declared and agreed, by and between the said Parties to these presents, in manner and form following.

And first, It is declared and agreed by and between the said Parties, That all Fines upon Admittances, to all and every the Copy-hold Messuages, Halfe-messuages, Cottages, Lands, Tenements and hereditaments held of the said Mannor, by the said Sir *Thomas Ingram*, Sir *Thomas Nott*, Sir *John Syddenham*, and others, the Customary-Tenants afore particularly named, and Parties to these presents, or any of them, their Heirs and Assignes, by Copy of Court-Roll, are and ought to be henceforth CERTAIN, and not ARBITRARY at the Will of the Lord. And that the said Earl, *Peter Dodsworth*, *Hugh Potter* and *Robert Scawen*, their Heirs and Assignes, and all and every other Lord and Lords of the said Mannor, ought to have and take Fines and Heriots upon the Death of every Tenant, dying seised of any Messuages, Half-messuages,

ſuages, Cottages, Lands, Tenements and Hereditaments, and upon Admittances thereunto, as hereafter followeth, and not other or greater; That is to ſay, upon the Death of every Tenant dying ſeiſed of One Cuſtomary Meſſuage in his owne occupation, the ſaid Earl, *Peter Dodſworth*, *Hugh Potter* and *Robert Scawen*, their Heirs and Aſſignes, Lord or Lords of the ſaid Mannor, Shall and may take for an Heriot, the Second beſt Cloven-footed-Beaſt, from the Oxe to the Sheep, Which the ſaid Tenant ſhall be poſſeſſed of, in his owne Right, as of his owne proper Goods, at the time of his Deceaſe, within the ſaid Mannor: Or, if he have no ſuch Beaſt, then the Summe of Two ſhillings in money, for and in lieu of an Heriot. And for every other Meſſuage whereof ſuch Tenant ſhall die ſeiſed in his occupation, or otherwiſe, the like Summe of Two ſhillings in money onely and no more; One Heriot in kind onely and no more, being to be paid upon the death of One Tenant, and that in caſe ſuch Tenant have a Meſſuage in his owne occupation, at the time of his death, and not otherwiſe. And upon the death of every Tenant dying ſeiſed of One or more Half-meſſuage, the ſumme of Twelve pence a piece for every Half-meſſuage. And upon

the

the Death of every Tenant, dying seised of One or more Customary Cottages, Six pence a piece for every Cottage, for and in lieu of an Heriot. And upon the Admittance of every Tenant to one or more of the said Copyhold-Messuages for a Fine for every messuage, Two shillings a piece; and for a Heriot, the like summe of Two shillings a piece. And upon the Admittance of every Tenant to one or more Half-messuages, Twelve pence a piece for a Fine, & the like Sum of Twelve pence a piece for an Heriot for every Half-messuage. And upon the Admittance of every Tenant to one or more Copyhold Cottages, the summe of Six pence a piece, for a Fine; and Six pence a piece for an Heriot for every of the said Cottages. And for a Fine upon an Admittance to every Acre of Land, of what nature or quality soever it be, Foure pence, and no more: And so after that rate for every lesser or greater quantity of Land. And that all Acres of Land, of what nature or kind soever, In case any difference arise concerning the Content or Quantity of the same, shall from henceforth be accounted according to the usuall estimation thereof: And Orchards and Gardens, Woods, Nurseries and Plantations, to pay after the rate of Land, according to the Quan-

tity

tity thereof, and not any other or greater Fine.

Item, It is declared and agreed, That every Husband whose Wife is, or at any time during the Coverture between them, shall be in the actual Possession of any Customary messuages, Half messuages, Cottages, Lands, Tenements and Hereditaments, and shall have any Estate of Inheritance therein, and shall die seised thereof, they having, or having had Issue (born alive) between them, In case he survive his said Wife, he ought to hold the said Messuages, Halfe-messuages, Cottages, Lands, Tenements, and Hereditaments whereof She shall so die seised, during his life, as Tenant by the Courtesie, according to the Course of the Common-Law of England.

Item, It is likewise Declared and Agreed, by, and between the said Parties, That the Wife of every Copy-holder, who is, or shall be, at any time, during the Coverture between them, seised of any Messuages, Half-messuages, Cottages, Lands, Tenements and Hereditaments of such Estate therein; whereof the Issue between Him and his said Wife, may by possibility Inherit: In case She survive her Husband, She ought to be endowed (for term of her life)

of the said Messuages, Half-messuages, Cottages, Lands, Tenements, and Hereditaments, Whereof her Husband was so seised, in manner following: That is to say, of Eighteen Pence a year, payable half-yearly, at Michaelmas and Lady-Day, for every Acre of Land, of what nature, kind, or quality soever, in lieu of her Thirds: For Non-payment whereof, She may (by the Custome of the Mannor) distrain as for a Rent-Charge at Common Law, and of such part of Messuages, Half-messuages, and Cottages, as shall be appointed to her by the Homage.

Item, It is further Declared and Agreed, by and between the said Parties to these presents, That the youngest Son of every Coppy-holder, dying seised of any Customary Messuages, Half-messuages, Cottages, Lands, Tenements and Hereditaments, ought to inherit the same: And so the Youngest Son of the Youngest Son, and the Youngest Brother, and other youngest of the Male-line, after the nature of the Descent of Borrough-English-Land. But if there be but one Son, then that Son shall inherit. And if there be Daughters and no Son, then the Daughters shall inherit as Coheirs. And if but one Daughter, she shall inherit.

Item,

Item, It is likewise Declared and Agreed, That when a Copy-holder dieth seised of a Copy-hold of Inheritance, his Heirs being within the Age of Fourteen years, the Guardianship of such Heir, shall be committed (by the Lord, or his Steward) to the next of Kin to the Heir that cannot inherit; As in case of Tenure in Soccage of Lands at Common-Law: And that such Heir is to be, and shall be admitted Tennant by his Guardian: For which Admission one Fine is to be paid; but no Fine payable for Admitting the Guardian. And that such Heir, at his full Age of One and twenty years, is to do Fealty, which in the mean time is to be respited. And that such Guardian is to give Security (to be taken by the Steward, in the Name of the Lord) that he shall Account to the Steward, when he shall be required; And Answer the Profits of the Heirs Estate to the Heirs Use. And that such Heir ought to be, and shall be at Liberty at his Age of Fourteen years and upwards, to choose another Guardian; who shall likewise give security as aforesaid. And that if a Guardian die, or become Insolvent, before the Heir shall attain to the Age of Fourteen years, The Steward

ſhall commit the Guardianſhip of ſuch Heir, to the then next of Kin, as aforeſaid; or to ſome Tenant, in caſe of Inſufficiency in the Kindred; And ſhall take ſecurity in manner as before is ſet down.

And moreover, It is Agreed, and ſo Declared, by and between the Parties to theſe preſents, That by the Cuſtome of the ſaid Mannor, the Tenants of Inheritance may ſuffer their reſpective Meſſuages, Half-meſſuages, and Cottages, or any of them; or any part of them, or of any of them, to fall down, or may take them down, or remove them, or cauſe them to be taken down, or otherwiſe diſpoſe of them, or any part of them, as they ſhall think fit. And ſhall and may alſo, diſpoſe of their Woods, Orchards, Gardens and Timber-trees, growing and being, or to be upon their Cuſtomary Lands, to what Uſe they pleaſe, without Peril or Penalty; and without Forfeiture of their or any of their Copy-hold Eſtate, or Eſtates, or any part thereof.

Item, It is Declared and Agreed; That in caſe any Copy-holder or Copy-holders, which is, are, or at any time hereafter, ſhall be ſeiſed of any Cuſtomary Meſſuages, Half-meſſuages, Cottages, Lands, Tenements, or Hereditaments, held of the Lord of the ſaid Mannor, for

for and during the term of his, her, or their Life or Lives onely, or of any Estate determinable upon the death of any person or persons whatsoever, shall commit or permit any Waste to be done, or suffered, in or upon the Customary Messuages, Cottages, Lands, Tenements, and Hereditaments, or any part or parcel of them so held, or to be held, by such Copyholder or Copyholders for Life, as aforesaid, by not sufficiently repairing the same, or otherwise: The Homage at the Lords Courts (from time to time, to be holden for the said Mannor) ought to present every such Copyholder, so committing or permitting VVaste to be done, by neglect of Repair, or otherwise, as is aforesaid; And impose an Amercement upon every such Copy-holder, to enforce him, her, or them thereby to amend and repair such VVasts by him, her, or them permitted or committed in and upon the Messuages, Lands, Tenements and Hereditaments by him, her, or them held, or or to be held, as is aforesaid.

Lastly, It is mutually covenanted, concluded and Agreed, by and between the said Parties to these Presents; And the said Earle, *Peter Dodsworth*, *Hugh Potter*, and *Robert Scawen*, Doe

hereby Declare, That they are well pleased, That if the said Sir *Thomas Ingram*, Sir *Thomas Nott*, Sir *John Syddenham*, and Others, the Customary Tenants afore particularly named, and Parties to these presents, or their Councel learned, shall think fit, and advise; That An Act of Parliament, or a Decree in Chancery, or both of them, shall be necessary to be had for the Confirmation of these present Articles of Agreement; he the said Earle, *Peter Dodsworth*, *Hugh Potter* and *Robert Scawen*, their Heirs and Assignes, Lord or Lords of the said Mannor, Shall and will at all times hereafter consent unto such Act of Parliament, or Decree in Chancery, or both of them; To be prosecuted at the Charges of the said Sir *Thomas Ingram*, Sir *Thomas Nott*, Sir *John Syddenham* and Others; the Customary Tenants afore particularly named, and Parties to these presents, their Heirs, Executors or Assignes; for the Confirmation of these presents.

In witness whereof the Parties first above named to these present Articles of Agreement, interchangeably have put their Hands and Seals, the Day and year first above Written.

Subscribed

Subſcribed on the Labels:

Northumberland. Peter Dodſworth. Hugh Potter. Robert Scawen.

The Witneſſes Names to the Sealing and Delivering of the *Articles*, as they are thereupon Indorſed.

Sealed and Delivered by the within-named EARLE, and *Robert Scawen*, in the preſence of

William Sadlington.
John Lorphelin.
Thomas Hunt.
Robert Jones.

Sealed and Delivered by the within-named *Hugh Potter*, in the preſence of us,

Edward Goring.
William Sadlington.
John Weekes.

Sealed and Delivered by the within-named *Peter Dodſworth*, in the preſence of us,

Edward Goteere.
John Michill.
Thomas Brooker.

The

The Time of Acknowledgement.

Acknowledged before me, One of the Masters of CHANCERY in Ordinary, the 25. of *June*, 1656.

Nat. Hobart.

By *Robert Scawen.*

The Time of Inrollment.

Inrolled in CHANCERY the Five and Twentieth Day of *June*, in the Year within written.

By *Humphry Jaggard.*

Northumberland Comes
And
Ingram Knight, and others. } Examined.

The BILL.

Thirteenth of *June*, 1656. *Pindar.*

To the Right Honorable, the Lords Commiſſioners for the Cuſtody of the *Great Seal* of *England.*

Examined by *Heath.*

HUmbly Complaining, Sheweth unto your Honors your Orators

Sir *Thomas Ingram* Knight,
Sir *Thomas Nott* Knight,
Sir *John Syddenham* Baronet,
Dame *Martha Williamſon* Widow,
Edmond Williamſon Eſq;
John Morris Eſquire,
Richard Downton Eſquire,
Thomas Lawley Eſquire,
John Browne Eſquire,
Edward Berkhead Eſquire,

Henry Mildmay Esq; and *Iane* his VVife,
Margaret Aunsham Spinster
Michael Holman Esquire,
Peter Dodsworth Esquire,
William Chilcot Esquire,
Iohn Needler Esquire,
Henry Poulton Esquire,
Ellis Crisp Esquire,
Charles Pitcarne Esquire,
Leonard Hammon Esquire,
David Bonnel Esquire,
Gilbert Barrell Esquire,
Edward Prescot Esquire,
Thomas Overman Gent.
Thomas Dowdeswell Gent.
Frances Cooke VVidow,
Iohn Cardell Clerk,
Iohn Tourney Gentleman,
Richard Holman Gent.
Richard Shelbury Gent.
Nicholas Aunsham Gent.
Richard Ell Gentleman,
Roger Reve Gentleman,
Iohn Richards Gentleman,
VVilliam Dawe Gent.
Richard VVebb Gent.
Thomas Poulton Gent.
Rowland Aldrich Gent.
Iohn Symcocks Gentleman
Iohn Charles Gentleman,
Savage Barrell Gentleman
Thomas Gee Gentleman,
Thomas Gould Gentleman
Iohn Kinsman Gentleman,
Iohn Peirson Gentleman,
Simon Neale Gentleman,
Iohn Edlyn Gentleman,
and *Ann* his VVife,
Isaac VVoodgreene Gent.
Thomas Barwell Gent.
Ephraim Dawson Gent.
Christopher Bannister Gent.
Hugh Peirce Gentleman,
VVilliam Parris Gent.
Richard Betts Gentleman,
Thomas Crofton Gent.
Iohn Neale Gentleman,
Edward Lightmaker Gent.
Ralph VVarwick Gent.
Richard Aunsham Gent.
Francis VVyat Gent.
George Pyke Gentleman,
VVeild Gent.

Iohn

Iohn Andrewes,
Richard Andrewes,
Edward Adams,
Simon Adams,
Abraham VVidow,
William Cole of Lampton,
Henry Cole,
Iohn Peters,
Gideon VVhitehead,
Robert Batlett the Elder,
Robert Bartlet the younger,
George Bartlett,
Richard Balls,
VVilliam Balls,
William Baker the Elder,
William Baker the younger,
Francis Abbot Widow,
George Baker,
John Braint,
George Butler,
Thomas Elaſhfield,
Joſiah Burbanke,
Richard Bradbridge,
Benjamin Barker,
William Bethell,
Thomas Becket,
William Becket,
Ann Beale Widow,
Ralph Blower,
Robert Blanke,
Robert Beale,
Henry Beck,
John Bell,
Joan Brooker Widow,
Elizabeth Box,
Hugh Biſhop,
John Banniſter,
Thomas Cole,
John Cole of Twickenham,
William Cole of Twickenham,
John Cole of Bow,
Edward Conſtable,
Ruffine Clark,
William Collins,
William Carpenter,
Richard Clark the younger,
Henry Coomes,
Jane Child Widow,
William Conſtable,

Martha Cooper Widow,
Thomas Cooke,
Katherine Clark VVidow,
Thomas Dowſe,
Ezekias Davis,
William Bryan,
Hugh Godby,
Arthur Pitcher,
Henry Eborn of Twickenham,
William Eborn,
Henry Eborn of Hounſlow,
Peter Engliſh, and *Sarah* his VVife,
Edward Fiſher,
Robert Fiſh, and his VVife,
Jane Fell,
Ann Franklyn,
John Farrington,
John Fuller,
John Finch,
Iſabel Fennell,
Henry Fuller,
Abraham Gardiner,
Joan Geale Widow,
Collins Groome,
George Gillen,
Garry,
John Gennens,
Thomas Grey,
Edward Gisby the younger,
John Gildon,
Robert Heddyn,
Timothy Heddyn,
Ellen Hall Widow,
Edmond Brooker,
Thomas Hall,
Martha Hammon Widow,
William Hollihock,
William Hacker,
Nathaniel Hammond,
Francis Harper,
Richard Harper,
Elizabeth Cox,
Henry Hammerton,
Thomas Huddle,
John Hewſon,
Thomas Hannington, and *Katharine* his VVife,
John Holman,
William Smith Gentleman,

Matthew

Matthew Huddle,
Peter Hayward, and *Jane* his Wife,
William Hart,
Susan Hart,
Thomas Hayley,
John Herritage,
George Hunt,
Robert Hickman,
Dorothy Houlding,
Thomas Jones his Heirs,
Daniel Johnson Gentlem.
Elizabeth Jenks,
Robert Knight,
Ann Kirrill Widow,
Margaret Isaacson Widow,
Nicholas Lancaster,
Richard Lewis, and *Ellen* his Wife,
Richard Larchin,
Anthony Locksmith,
Agnes Lyons,
Henry Lyons,
Edward Lock,
Thomas Morrison,
Samuel Mathewes, and *Elizabeth* his Wife,
Margaret Man Widow,
Elizabeth Larchin,
Thomas Larchin,
Henry Malcombe Gent.
Richard Moore,
John Martin,
Francis Merrick,
William Myland,
Edward Morecock,
John Nixon,
Nicholas North,
William Nicholls,
Richard Clark the Elder,
Randal Nunns Gentleman,
John Owen,
Ann Oliver,
Robert Osborne,
Thomas Osborne,
William Offever,
Elizabeth Reve alias *Barker*
Robert Parslowe,
Thomas Prymmer,
John Powel,
John Pope,
Nicholas Pope,
Alice Peirce,
Robert Parsons,

James Prigg,
Thomas Paſmoore,
Simon Parkins,
William Piggot,
Ann Parr VVidow,
Henry Pavet,
Philipp Packer VVidow,
Thomas Penn,
Katharine Price VVidow,
Honor Preſcot,
Robert Paſmoore and *Roſe* his Wife,
VVilliam Ruſſell,
Thomas Read,
Robert Randoll,
Iohn Randoll,
Richard Reynor,
Iohn Reely,
Ann Hargall VVidow,
Ann Holman VVidow,
Edward Reve,
Ioan Robinſon VVidow,
Nicholas Rawles,
Iohn Rodyn,
Iames Lynnet,
William Lawrence,
Heſter Standon VVidow,
Iames Shorter,
Thomas Shorter,
Mark Sharpe,
Iohn Salter,
Iohn Ieffs,
Iohn Suddy,
Iane Suddy,
Ann Suddy,
Springall VVidow,
William Stocker,
Iohn Stevens,
Rebecca Stevens,
Tho. Savage of Hampton,
Thomas Savage of Twickenham,
Thomas Symnell Gent.
Henry Saunders,
Phillip Snow,
Richard Steere,
Bennet Sheward VVidow,
Iohn Samuel,
VVilliam Steward,
VVilliam Smith, the younger,
Edward Salter,
Iohn Taylor,
Robert Tyler,

Timothy

Timothy Taylor,
Ieremy Taylor,
Sybill Taylor,
Nicholas Beale,
Iohn Willis,
Thomas VVillis,
George VVoods,
Iohn VVheeler,
Thomas VValcot,
Iohn VVest,
Robert VVhite,
George VVhite,
Iohn VVhite,
Francis VVhite,
Hugh VVhite,
Rebecca VVeare,
Arthur Butler,
Edmund VVitherhead,
VVilliam VVhite,
Marlyon VVhite,
Margaret VVilliams,
Ieoffery VValler,
Thomas Webb,
Henry Walton's heirs,
Thomas VVoodyn,
Francis Farwell,
Ralph Yates,
Richard Gill,
Richard Maldyn, and
Margery Yates;

All Copyhold or Customary Tenants of the Mannor of *Istleworth-Syon* in the said County of *Middlesex*.

That whereas the Right Honorable *Algernoone* Earle of *Northumberland*, *Peter Dodsworth*, *Hugh Potter*, and *Robert Scawen* Esquires, Servants unto the said Earle, the Twentieth day of May, in the yeare of our Lord God, One thousand six hundred fifty and six, were, or some, or one of them, was seised in their, or some, or one of their Demeasnes, as of Fee of and in the said Mannor

Mannor of *Istleworth-Syon*, in the said County of *Middlesex*; Together with all Fines, rents, Customes, Services; and all other the rights, Members, Priviledges, Jurisdictions and Appurtenances thereunto belonging.

And whereas your said Orators are, and then were, or were and are entituled to be Customary and Copyhold-Tenants of Inheritance of the said Mannor.

And whereas by a certain Writing Indented, bearing date the same day and year, made between the said Earle and the said *Peter Dodsworth*, *Hugh Potter*, and *Robert Scawen*, of the One part, and your said Orators of the Other part, for the final end and Determination of all Suits and Controversies which then were, or thereafter might happen or be between the said Earl, *Peter Dodsworth*, *Hugh Potter*, and *Robert Scawen*, or any or either of them, their Heirs and Assignes, Lords of the said Mannor, and your said Orators, concerning Fines and Heriors, and divers other Customes within the said Mannor And to prevent all Suits and Controversies which might hereafter happen between the said Earle, *Peter Dodsworth*, *Hugh Potter* and *Robert Scawen*, their Heirs and Assignes, Lords of the said Mannor, and your said Orators, and their Heirs and

and Assignes, Copyhold-Tenants of the said Mannor; And for the declaring and establishing the Customes of the said Mannor, touching several Particulars in the said writing Indented expressed.

It was mutually Covenanted, concluded, declared and agreed by and between the said Parties in manner and form following; That is to say; And first, It is Declared and Agreed by and between the said Parties, That all Fines upon Admittances to all and every the Copyhold Messuages, Halfe-Messuages, Cottages, Lands, Tenements and Hereditaments of the said Mannor by your Orators, Parties to the said writing Indented, or any of them, their Heirs and Assignes, by Copy of Court-Roll, are, and ought to be henceforth CERTAIN and not ARBITRARY at the Will of the Lord.

And that the said Earle, *Peter Dodsworth*, *Hugh Potter*, and *Robert Scawen*, their Heirs and Assignes, and all and every other Lord and Lords of the said Mannor, ought to have and take Fines and Heriots upon the Death of every Tenant, dying seised of any Messuages, Halfe-messuages, Cottages, Lands, Tenements and Hereditaments, and upon Admittances

thereunto, as hereafter followeth, and not other or greater; That is to say, upon the Death of every Tenant, dying seised of One Customary Messuage in his owne occupation, the said Earle, *Peter Dodsworth*, *Hugh Potter*, and *Robert Scawen*, their Heirs and Assignes, Lord or Lords of the said Manor, Shall and may take for an Heriot the second best Cloven-footed Beast, from the Oxe to the Sheep, Which the said Tenant shall be possessed of in his owne right, as of his owne proper Goods, at the time of his decease, Within the said Manor; or if he have no such Beast, then the summe of Two shillings in money, for and in lieu of an Heriot; And for every other Messuage Whereof such Tenant shall die seised in his occupation, or otherwise, the like summe of Two shillings onely, and no more, One Heriot in kind onely and no more, being to be paid upon the Death of one Tenant: And that in case such Tenant have a Messuage in his owne occupation at the time of his death, and not otherwise: And upon the death of every Tenant dying seised of one or more Half-messuage, the summe of Twelve-pence a piece for every Half-messuage. And upon the death of every Tenant dying seised of one or more Customary Cottages, Six pence

a piece for every Cottage, for and in lieu of an Heriot. And upon the Admittance of every Tenant to one or more of the said Copyhold-Messuages, for a Fine for every Messuage, Two shillings a piece, and for an Heriot the like summe of Two shillings a piece. And upon the Admittance of every Tenant to one or more Half-messuages, Twelve pence a piece for a Fine, and the like summe of Twelve pence a piece for an Heriot for every Halfe-messuage. And upon the Admittance of every Tenant to one or more Copyhold-Cottages, the summe of Six pence a piece for a Fine, and Six pence a piece for an Heriot for every of the said Cottages. And for a Fine upon an Admittance to every Acre of Land, of what nature or quality soever it be, Foure pence, and no more; and so after that rate for every lesser or greater Quantity of Land: And that all Acres of Land, of what nature or kinde soever, in case any difference arise concerning the Content or Quantity of the same, should from thencefoorth be accounted according to the usual Estimation thereof. And Orchards and Gardens, Woods, Nurseries and Plantations, to pay after the rate of Land according to the quantity thereof, and not any other or greater Fine.

Item, It is declared and agreed, That every Husband Whose Wife is or any time during the Coverture between them, shall be in the Actual possession of any Customary-messuages, Half-messuages, Cottages, Lands, Tenements and Hereditaments, And shall have any Estate of Inheritance therein, and shall die seised thereof, they having or having had Issue born alive between them, In case he survive his said Wife he ought to hold the said messuages, Half-messuages, Cottages, Lands, Tenements and Hereditaments, Whereof She shall so die seised, during his Life, as Tenant by the Courtesie, according to the Course of the Common Law of England.

Item, It is likewise Declared and Agreed, by and between the said Parties, That the Wife of every Copyholder, Who is or shall be at any time during the Coverture between them, seised of any Messuages, Half-messuages, Cottages, Lands, Tenements and Hereditaments of such Estate therein, whereof the Issue between him and his said Wife may by possibility Inherit, In case She survive her Husband, She ought to be endowed for term of her Life of the said Messuages, Half-messuages, Cottages, Lands, Tenements and Hereditaments

ments whereof her Husband was so seised in manner following; That is to say, of Eighteen pence a year payable Half-yearly, at Michaelmas and Lady-day, for every Acre of Land of What nature, kind, or quality soever, in lieu of her Thirds: For Non-payment whereof, She may by the Custome of the Mannor Distrain as for a Rent-charge at Common-law: And of such part of Messuages, Half-messuages and Cottages as shall be appointed to her by the Homage.

Item, it is further Declared and Agreed, by and between the said Parties, to the said Writing Indented, That the Youngest Son of every Copyholder, dying seised of any Customary-messuages, Half-messuages, Cottages, Lands, Tenements and Heridaments, ought to Inherit the same: And so the Youngest Son of the Youngest Son, and the Youngest Brother, and other Youngest of the Male-line, after the nature of the Descent of Borough-English Lands. But if there be but One Son, then that Son shall Inherit; And if there be Daughters, and no Son, then the Daughters shall Inherit as Co-heirs; And if but One Daughter, she shall Inherit.

Item, It is likewise Declared, That Where a Copyholder dyeth seised of a Copyhold of Inheritance,

ritance, his Heir being within the Age of Fourteen years, the Guardianship of such Heir shall be committed by the Lord or his Steward to the next of Kin to the Heir that cannot Inherit, as in case of tenure in Soccage of Lands at Common-Law: And that such Heir is to be, and shall be admitted Tenant by his Guardian: for which Admission one Fine is to be paid, but no Fine payable for admitting the Guardian: And that such Heir at his full Age of One and Twenty years, is to do Fealty, which in the mean time is to be respited. And that such Guardian is to give security to be taken by the Steward in the name of the Lord, That he shall accompt to the Steward when he shall be required, and answer the Profits of the Heirs Estate, to the Heirs use: And that such Heir ought to be, and shall be at Liberty at his Age of Fourteen years and upwards, to choose another Guardian, who shall likewise give security as aforesaid. And that, if a Guardian Die, or become Insolvent, before the Heir shall attain to the Age of Fourteen years, the Steward shall commit the Guardianship of such Heir to the then next of Kin, as aforesaid, or to some Tenant, in case of Insufficiency in the Kindred: And shall take security in manner as before is set down.

And

And moreover, It is Agreed and so Declared, by and between the Parties to the said Writing Indented, That by the Custome of the said Mannor the Tenants of Inheritance may suffer their respective Messuages, half-messuages and Cottages, or any of them, or any part of them, or any of them, to fall down, or may take them down or remove them, or cause them to be taken down, or otherwise dispose of them, or any part of them, as they shall think fit. And shall and may also dispose of their Woods, Orchards, Gardens and Timber-trees growing and being, or to be upon their Customary Lands, to what use they please, without peril or penalty, and without forfeiture of their or any of their Copyhold Estate or Estates, or any part thereof.

Item, it is Declared and Agreed, that in case any Copyholder or Copyholders, which is, are, or at any time hereafter shall be seised of any Customary messuages, half-messuages, Cottages, Lands, Tenements or hereditaments held of the Lord of the said Mannor, for and during the term of his, her, or their Life or Lives onely, or of any Estate determinable upon the Death of any person or persons whatsoever, shall commit or permit any Waste to be done or suffered,

ſuffered, in or upon the Cuſtomary-meſſuages, Cottages, Lands, Tenements and hereditaments, or any part or parcel of them, ſo held or to be held by ſuch Copyholder or Copyholders for life, as aforeſaid, by not ſufficiently repairing the ſame, or otherwiſe: The Homage at the Lords Courts from time to time to be holden for the ſaid Mannor, ought to preſent every ſuch Copyholder ſo committing or permitting Waſte to be done by neglect of Repair or otherwiſe, as is aforeſaid; And Impoſe an Amercement upon every ſuch Copyholder, to enforce him, her, or them, thereby to amend and repair ſuch Waſts by him, her, or them, permitted or committed, in and upon the Meſſuages, Lands, Tenements and Hereditaments by him, her, or them held or to be held, as aforeſaid.

Laſtly; It is mutually covenanted, concluded and Agreed by and between the ſaid Parties to the ſaid Writing Indented; And the ſaid Earl, *Peter Dodſworth*, *Hugh Potter* and *Robert Scawen*, have by the ſaid Articles declared, That they are well pleaſed, That if your Orators or their Councel learned ſhall think fit and adviſe, that an *ACT OF PARLIAMENT*, or a *DECREE IN CHANCERY*, or both of them, ſhall be neceſſary to be had, for the Confirmation of the ARTICLES

OF

OF AGREEMENT contained in the said writing Indented; he the said Earle, *Peter Dodsworth*, *Hugh Potter*, and *Robert Scawen*, their Heirs and Assignes, Lord or Lords of the said Mannor; shall and will at all times hereafter Consent unto such *ACT OF PARLIAMENT* or DECREE IN CHANCERY, or both of them to be prosecuted at the Charges of your said Orators, their Heirs, Executors or Assignes, for the Confirmation of the said Articles of Agreement, as by the said Writing Indented under the hands and seals of the said Earle, *Peter Dodsworth*, *Hugh Potter* and *Robert Scawen*, ready to be produced and shewn forth in this Honorable Court, doth and may appear. And all which said Articles and Agreements ought to observed, ratified and confirmed by the said Earle, *Peter Dodsworth*, *Hugh Potter* and *Robert Scawen*, according to the intent and true meaning of the said writing Indented.

But so it is, May it please your Honors, That the said Earle, and the said *Peter Dodsworth*, *Hugh Potter* and *Robert Scawen*, intending and devising to infringe and break the Customes of the said Mannor, and to Commence new Suits and Troubles against your Orators, have refused, and do refuse to give their Consent, That a

Decree of this Honorable Court for a greater Confirmation of the said Agreement and customs therein specified, shall be had and passed, notwithstanding the several Requests of your Orators to them made in that behalf, contrary to the tenor and effect of the Agreement before rehearsed.

Now to the end your Orators may be relieved by this Honorable Court, as to Justice and Equity appertaineth, And that your Orators may quietly and without molestation enjoy their Just and Rightful Customes and Privileges, according to the Custome of the said Mannor, and the Contents of the Agreement before rehearsed: And that the said Agreement, in all the several particular Clauses thereof, may be ratified and confirmed by the Decree of this Honorable Court.

May it please your Lordships to grant unto your Orators, not onely your Honors Letter to be directed to the said *Algernoone* Earle of *Northumberland*, to make his Apparence here in this Honorable Court at a certain day therein to be limited; then and there to answer the Premisses; And further, to stand to and abide such Order and Direction therein, as to your Honors in Justice shall seem meet: But also one Writ

Writ of *Sub pœna* under the Seal of this Honorable Court, to be directed to the said *Peter Dodsworth*, *Hugh Potter*, and *Robert Scawen*, thereby commanding them, and every of them, at a certain day, and under a certain pain therein to be limited, to be and personally to appear before your Honors in this Honorable Court, then and there to answer the premisses, and to stand to and abide, such further Order and Direction therein, as to your Honors in Equity shall be thought fit: And your Orators shall daily pray for your long lives and happiness.

Roger Heath.

The ANSWER.

Robert Scawen Sworn the 25. of *June*, 1656. *Na. Hobart.*

Hugh Potter Sworn the 26. of *June*, 1656. *W. Chaſcocke Findar.*

The Anſwers of the Right Honble *Algernoone* EARLE of *Northumberland*, *Peter Dodſworth*, *Hugh Potter*, and *Robert Scawen* Eſqs; *Defendants* to the Bill of Complaint of Sir *Thomas Ingram* Knight, Sir *Thomas Nott* Knight, Sir *John Syddenham* Baronet, and Others, *Complainants*.

The ſaid Defendants having to themſelves now, and at all times hereafter, all Advantages of Exception, to the Uncertainties and Inſufficiencies of the ſaid Bill of Complaint; for Anſwer thereunto, ſay: That true

true it is, that they the said Defendants, some or one of them, are, or is, and at the time mentioned in the said Bill of Complaint, were, or was seised of the said Mannor of *Istleworth-Syon*, in their, some, or one of their Demeasne as of Fee; And that the said Sir *Thomas Ingram*, Sir *Thomas Nott*, Sir *John Syddenham*, and Others the said Complainants are, or are, or were entituled to be Copyhold-Tenants of the said Mannor as in the said Bill of Complaint is alledged. And the said Defendants, do further acknowledge, and confesse the Sealing, and Delivery of the said Indented Writing, according to the Tenor of the Complainants said Bill, and the Rehearsal therein contained. But they utterly deny, that they, or any of them, any way contrived or devised to break, or any way to infringe the good and ancient Customes of the said Mannor, or to Commence any Suits against the Complainants, or any of them, or any wayes directly or indirectly to trouble or molest the said Complainants in the Enjoyment of their just and rightful Estates, Customes, or Priviledges, contrary to the true intent and meaning of the Agreement set forth and mentioned in the said writing Indented; But have allwayes been, and are ready and willing, and do hereby declare

their

their Consent and Agreement, that all and every the said Customes and Priviledges in the said Indenture specified and agreed, be Ratified and Confirmed by the DECREE of this Honorable Court, if it may stand with the pleasure of this Honorable Court: Without that that any other matter or thing material or effectual in the Law to be Answered unto, and not herein or hereby sufficiently Answered, Confessed or Avoyded, Traversed or Denied, is true to the knowledge of these Defendants: All which these Defendants are ready to aver and prove as this Honorable Court shall award. And humbly pray to be hence dismissed with their reasonable Costs and Charges in this behalf sustained.

Northumberland. *Jo. Barton.*

Peter *Dodsworth.*

THe Right Honorable the Earle of *Northumberland* this 24 day of *June*, 1656. did attest this Answer upon his Honor: And the said Defendant Peter *Dodsworth* was duely Sworn to the same *Answer* by virtue of a *Commission* to *Us* and Others directed for the same purpose; before Us,

Tho. Payne.

Orlando Gee.

The DECREE.

OLIVER LORD PROTECTOR of the Common-Wealth of England, Scotland and Ireland, and the Dominions thereunto belonging; To all to whom these presents shall come Greeting. We have looked into the Inrolment of a certain Decree made and pronounced before Us, in Our Court of Chancery; & there Inrolled in the Rolls of Our said Court, and there remaining on Record, in these words following: Whereas before this time

Sir *Thomas Ingram* Knight,
Sir *Thomas Nott* Knight,
Sir *John Syddenham* Baronet,
Dame *Martha Williamson* widow,
Edmond Williamson Esq;
John Morris Esquire,
Richard Downton Esquire,
Thomas Lawley Esquire,
John Browne Esquire,
Edward Berkhead Esquire,

Henry

Henry Mildmay Esq; **and** *Iane* **his Wife,**
Margaret Awnsham Spinster
Michael Holman Esquire,
Peter Dodsworth Esquire,
William Chilcot Esquire,
Iohn Needler Esquire,
Henry Poulton Esquire,
Ellis Crisp Esquire,
Charles Pitcarne Esquire,
Leonard Hammon Esquire,
David Bonnel Esquire,
Gilbert Barrell Esquire,
Edward Prescot Esquire,
Thomas Overman Gent.
Thomas Dowdeswell Gent.
Frances Cooke VVidow,
Iohn Cardell Clerk,
Iohn Tourney Gentleman,
Richard Holman Gent.
Richard Shelbury Gent.
Nicholas Awnsham Gent.
Richard Ell Gentleman,
Roger Reve Gentleman,
Iohn Richards Gentleman,
VVilliam Dawe Gent.
Richard VVebb Gent.
Thomas Poulton Gent.
Rowland Aldrich Gent.
Iohn Symcocks Gentleman
Iohn Charles Gentleman,
Savage Barrell Gentleman
Thomas Gee Gentleman,
Thomas Gould Gentleman
Iohn Kinsman Gentleman,
Iohn Peirson Gentleman,
Simon Neale Gentleman,
Iohn Edlyn Gentleman,
and *Ann* **his Wife,**
Isaac VVoodgreene Gent.
Thomas Barwell Gent.
Ephraim Dawson Gent.
Christopher Bannister Gent.
Hugh Peirce Gentleman,
VVilliam Parris Gent.
Richard Betts Gentleman
Thomas Crofton Gent.
Iohn Neale Gentleman,
Edward Lightmaker Gent.
Ralph VVarwick Gent.
Richard Awnsham Gent.
Francis VVyat Gent.
George Pyke Gentleman,
VVeild Gent.

Iohn

Iohn Andrewes,
Richard Andrewes,
Edward Adams,
Simon Adams,
Abraham VVidow,
William Cole of Lampton,
Henry Cole,
Iohn Peters,
Gideon VVhitehead,
Robert Bartlett the Elder,
Robert Bartlett the younger,
George Bartlett,
Richard Balls,
VVilliam Balls,
William Baker the Elder,
William Baker the younger,
Frances Abbot Widow,
George Baker,
John Braint,
George Butler,
Thomas Blaſtfield,
Joſiah Burbanke,
Richard Bradbridge,
Benjamin Barker,
William Bethell,
Thomas Becket,
William Becket,
Ann Beale Widow,
Ralph Blower,
Robert Blanke,
Robert Beale,
Henry Beck,
John Bell,
Joan Brooker Widow,
Elizabeth Box,
Hugh Biſhop,
John Banniſter,
Thomas Cole,
John Cole of Twickenham,
William Cole of Twickenham,
John Cole of Bow,
Edward Conſtable,
Ruffine Clark,
William Collins,
William Carpenter,
Richard Clark the younger,
Henry Coomes,
Jane Child Widow,
William Conſtable,

Martha Cooper Widow,
Thomas Cooke,
Katharine Clark Widow,
Thomas Dowse,
Ezekias Davis,
William Bryan,
Hugh Godby,
Arthur Pitcher,
Henry Eborn of Twickenham,
William Eborn,
Henry Eborn of Hounslow,
Peter Englisb, and *Sarah* his Wife,
Edward Fisher,
Robert Fish, and his Wife,
Jane Fell,
Ann Franklyn,
John Farrington,
John Fuller,
John Finch,
Isabel Fennell,
Henry Fuller,
Abraham Gardiner,
Joan Geale Widow,
Collins Groome,
George Gillen,
Garry,
John Gennens,
Thomas Grey,
Edward Gisby the Younger,
John Gildon,
Robert Heddyn,
Timothy Heddyn,
Ellen Hall Widow,
Edmond Brooker,
Thomas Hall,
Martha Hammon Widow,
William Hollihock,
William Hacker,
Nathaniel Hammond,
Francis Harper,
Richard Harper,
Elizabeth Cox,
Henry Hammerton,
Thomas Huddle,
John Hewson,
Thomas Hannington, and *Katharine* his Wife,
John Holman,
William Smith Gentleman,
Matthew

Matthew Huddle,
Peter Hayward, and Jane his Wife,
William Hart,
Susan Hart,
Thomas Hayley,
John Herritage,
George Hunt,
Robert Hickman,
Dorothy Houlding,
Thomas Jones, his Heirs,
Daniel Johnson Gentlem.
Elizabeth Jenks,
Robert Knight,
Ann Kirrill Widow,
Margaret Isaacson Widow,
Nicholas Lancaster,
Richard Lewis, and Ellen his Wife,
Richard Larchin,
Anthony Locksmith,
Agnes Lyons,
Henry Lyons,
Edward Lock,
Thomas Morrison,
Samuel Mathewes, and Elizabeth his Wife,
Margaret Man Widow,
Elizabeth Larchin,
Thomas Larchin,
Henry Malcombe Gent.
Richard Moore,
John Martin,
Francis Merwick,
William Myland,
Edward Morecock,
John Nixon,
Nicholas North,
William Nicholls,
Richard Clark the Elder,
Randal Nunns Gentleman,
John Owen,
Ann Oliver,
Robert Osborne,
Thomas Osborne,
William Offeyer,
Elizabeth Reve alias Barker
Robert Parslowe,
Thomas Frymmer,
John Powel,
John Pope,
Nicholas Pope,
Alice Peirce,
Robert Parsons,

James Prigg,
Thomas Paſmoore,
Simon Parkins,
William Piggot,
Ann Parr VVidow,
Henry Pavet,
Philipp Packer VVidow,
Thomas Penn,
Katharine Price VVidow,
Honor Preſcot,
Robert Paſmoore and *Roſe* his VVife,
VVilliam Ruſſell,
Thomas Read,
Robert Randoll,
Iohn Randoll,
Richard Reynor,
Iohn Reely,
Ann Hargall VVidow,
Ann Holman VVidow,
Edward Reve,
Ioan Robinſon VVidow,
Nicholas Rawles,
Iohn Rodyn,
Iames Lynnet,
William Lawrence,
Heſter Standon VVidow,
Iames Shorter,
Thomas Shorter,
Mark Sharpe,
Iohn Salter,
Iohn Ieffs,
Iohn Suddy,
Iane Suddy,
Ann Suddy,
Springall VVidow,
William Stocker,
Iohn Stevens,
Rebecca Stevens,
Tho. Savage of Hampton,
Thomas Savage of Twickenham,
Thomas Symnell Gent.
Henry Saunders,
Phillip Snow,
Richard Steere,
Bennet Sheward VVidow,
Iohn Samuel,
VVilliam Steward,
VVilliam Smith, the younger,
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Iohn Taylor,
Robert Taylor,

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Ieremy Taylor,
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Iohn VVheeler,
Thomas VValcot,
Iohn VVest,
Robert VVhite,
George VVhite,
Iohn VVhite,
Francis VVhite,
Hugh VVhite,
Rebecca VVeare,
Arthur Butler,
Edmund VVitherhead,
VVilliam VVhite,
Marlyon VVhite,
Margaret VVilliams,
Ieoffery VValler,
Thomas Webb,
Henry Walton's heirs,
Thomas VVoodyn,
Francis Farwell,
Ralph Yates,
Richard Gill,
Richard Maldyn, and
Margery Yates;

all Copyholders, or Customary Tenants of the Mannor of *Istleworth-Syon*, in the County of *Middlesex*, Complainants; exhibited their Bill of Complaint in this Honorable Court of *Chancery*, against the right Honorable *Algernoone* Earle of *Northumberland*, *Peter Dodsworth*, *Hugh Potter* and *Robert Scawen*, Esqs; Defendants; declaring therby, that the said Defendants, the Earle of *Northumberland*, and the said other Defendants, his servants, the Twentieth day of May, One thousand six hundred fifty six, or some or one of them, was, or

 were,

were, seised in their Demeasne of Fee, of and in the Mannor of *Istlewerth-Syon*, in the County of *Middlesex*; Together with all Fines, rents, Customes, Services; and all other rights, Members, Priviledges, Jurisdictions and Appurtenances thereunto belonging. And the said Complainants then were entituled to the Customary and Copyhold-Tenements of the said Mannor. And by a certain Writing Indented, bearing date the same day and year, made between the said Defendants of the One part, and the said Complainants of the Other part, for the final end and Determination of all Suits and Controversies which then were, or thereafter might happen or be between the said Defendants, or any or either of them, their Heirs or Assignes, Lords of the said Mannor, and the said Complainants, concerning Fines and Heriots, and divers other Customes within the said Mannor; And to prevent all Suits and Controversies which might thereafter happen between the said Defendants, their Heirs and Assignes, Lords of the said Mannor, and the said Complainants, and their Heirs and Assignes, Copyhold-Tenants of the said Mannor: And for the declaring and establishing the Customes of the said Mannor, touching several Particulars

hath in the said Writing Indented expressed. It was mutually covenanted, concluded, declared and agreed between the said Parties, in manner and form following; That is to say,

And first, It was declared and agreed by and between the said Parties, That all Fines upon Admittances to all and every the Copyhold-Messuages, Half-messuages, Cottages, Lands, Tenements and Hereditaments held of the said Mannor by the said Complainants, Parties to the said Writing Indented, or any of them, their Heirs and Assignes by Copy of Court-roll, are and ought to be henceforth CERTAIN, and not ARBITRARY, at the will of the Lord: And that the said Defendants, their Heirs and Assignes, and all and every other Lord and Lords of the said Mannor, ought to have and take Fines and Heriots upon the Death of every Tenant dying seised of any Messuages, Halfe-messuages, Cottages, Lands, Tenements and Hereditaments, and upon Admittances thereunto, as hereafter followeth, and not other or greater; That is to say,

Upon the Death of every Tenant dying seised of One Customary-messuage in his owne occupation, the said Defendants their Heirs and Assignes, Lord or Lords of the said Mannor, shall

ſhall and may take for a Heriot the ſecond beſt Cloven-footed Beaſt, from the Oxe to the Sheep, which the ſaid Tenant ſhall be poſſeſſed of in his owne right, as of his own proper Goods, at the time of his Deceaſe within the ſaid Mannor; or if he have no ſuch Beaſt, then the ſumme of Two ſhillings in money, for and in lieu of an Heriot: And for every other Meſſuage whereof ſuch Tenant ſhall die ſeiſed in his occupation, or otherwiſe, the like ſumme of Two ſhillings in money only, and no more; one Heriot in kind only and no more, being to be paid upon the death of one Tenant; and that, in caſe ſuch Tenant have a Meſſuage in his owne occupation at the time of his death, and not otherwiſe.

And upon the death of every Tenant dying ſeiſed of one or more half-meſſuage, the ſumme of Twelve pence a piece for every half-meſſuage.

And upon the death of every Tenant dying ſeiſed of one or more Cuſtomary-Cottages, Six pence a piece for every Cottage, for and in lieu of an Heriot.

And upon the Admittance of every Tenant to one or more of the ſaid Copyhold-meſſuages, for a Fine for every Meſſuage Two ſhillings a piece; And for a Heriot, the ſum of Two ſhillings a piece.

And

And upon the Admittance of every Tenant to one or more Halfe-messuages, Twelve pence a piece for a Fine, and the like summe of Twelve pence a piece for a Heriot for every Half-messuage.

And upon the Admittance of every Tenant to one or more Copyhold-Cottages, the summe of Six pence a piece for a Fine, and Six pence a piece for an Heriot for every of the said Cottages.

And for a Fine upon an Admittance to every Acre of Land, of what nature or quality soever it be, Foure pence and no more, and so after that rate for every lesser or greater quantity of Land: And that all Acres of Land, of what nature or kind soever, in case any difference arise concerning the content or quantity of the same, should from thenceforth be accounted according to the usual estimation thereof: And Orchards and Gardens, Woods and Plantations, to pay after the rate of Land, according to the quantity thereof, and not any other or greater Fine.

Item, It was declared and agreed, That every Husband whose Wife is, or at any time during the Coverture between them, shall be in the Actual possession of any Customary-messuages, Half-messuages, Cottages, Lands,

Tenements and Hereditaments, and shall have any Estate of Inheritance therein, and shall die seised thereof, they having, or having had, Issue born alive between them; In case he survive his said Wife, he ought to hold the said Messuages, half-messuages, Cottages, Lands, Tenements and Hereditaments whereof Shee shall so die seised during his life, as Tenant by the Courtesie, according to the Course of the Common-law of *England*.

And it was likewise declared and agreed, by and between the said Parties, That the Wife of every Copyholder, who was, or shall be at any time, during the Coverture between them, seised of any Messuages, Half-messuages, Cottages, Lands, Tenements and Hereditaments of such Estate therein, whereof the Issue between him and his Wife might by possibility inherit; In case She survived her Husband, She ought to be endowed for term of her life, of the said Messuages, Half-messuages, Cottages, Lands, Tenements and Hereditaments, whereof her Husband was so seised, in manner following; That is to say, Of Eighteen pence a year, payable half-yearly, at Michaelmas and Lady-day, for every Acre of Land, of what nature, quality, or kind soever, in lieu of her Thirds: For

Non

Non-payment whereof, She in and by the Custome of the said Manner, may Distrain as for a Rent-charge at Common-law: And of such part of Messuages, Half-messuages, and Cottages as shall be appointed to her by the Homage.

And it was further Declared and Agreed, by and between the said Parties, to the said Writing Indented, That the Youngest Son of every Copyholder, dying seised of any Customary Messuages, Half-messuages, Cottages, Lands, Tenements and Hereditaments, ought to Inherit the same: And so the Youngest Son of the Youngest Son, and the Youngest Brother, and other Youngest of the Male-line, after the nature of the Descent of Borough-English Land. But if there be but One Son, then that Son shall Inherit; And if there be Daughters, and no Son, then the Daughters shall Inherit as Co-heirs; And if but One Daughter, she shall Inherit.

And it was likewise Declared, That when a Copyholder dyed seised of a Copyhold of Inheritance, his Heir being within the Age of Fourteen years, the Guardianship of such Heir should be committed by the Lord or his Steward, to the next of Kin to the Heir that cannot Inherit, as in case of Tenure in Soccage of Lands at Common-Law: And that such Heir was to be, and

ſhould be admitted Tenant by his Guardian: For which Admiſſion One Fine was to be paid, but no Fine payable for Admitting the Guardian: And that Heir at his Age of One and twenty years was to do Fealty, which in the mean time was to be reſpited: And that ſuch Guardian was to give Security, to be taken by the Steward in the name of the Lord, That he ſhould Accompt to the Steward, when he ſhould be required, and Anſwer the Profits of the Heirs Eſtate to the Heirs Uſe: And that ſuch Heir ought to be, and ſhould be at liberty, at his Age of Fourteen years and upwards, to chooſe another Guardian, who ſhould likewiſe give Security, as aforeſaid; And if a Guardian dyed or become Inſolvent before the Heir ſhould attain the age of Fourteen years, the Steward ſhould commit the Guardianſhip of ſuch Heir to the then next of kin, as aforeſaid, or to ſome Tenant, in caſe of Inſufficiency in the Kindred; And ſhould take Security in manner as before is ſet down.

And morever, it was agreed and ſo declared by and between the ſaid Parties, to the ſaid Writing Indented; That by the Cuſtome of the ſaid Manner, the Tenants of Inheritance might ſurrender their reſpective Meſſuages, Halfe-meſſuages, and Cottages, or any of them, or any part of them,

them, or any of them, to fall down, or might take them down or remove them, or cause them to be taken down, or otherwise dispose of them, or any part of them as they should think fit; And should and might also dispose of their Woods, Orchards, Gardens and Timber-trees, growing and being, or to be upon their Customary-Lands, to what use they pleased, without peril or penalty; and without forfeiture of their or any of their Copyhold Estate or Estates, or any part thereof.

And it was declared and agreed, that in case any Copyholder or Copyholders, which was, were, or at any time thereafter should be seised of any Customary-messuages, Half-messuages, Cottages, Lands, Tenements or hereditaments, held of the Lord of the said Manor, for and during the term of his, her, or their life or lives onely, or for any Estate determinable upon the Death of any person or persons whatsoever, should commit or permit any waste to be done or suffered, in or upon the Customary-Messuages, Cottages, Lands, Tenements and Hereditaments, or any part or parcel of them, so held or to be held by such Copyholder or Copyholders for life, as aforesaid, by not sufficiently repairing the same, or otherwise: The

Homage at the Lords Courts from time to time to be holden for the said Mannor, ought to present every such Copyholder so committing or permitting Waste to be done by neglect of Repair, or otherwise, as is aforesaid; And Impose an Amercement upon every such Copyholder, to enforce him, her, or them, thereby to amend and repair such Waste by him, her, or them permitted or committed, in and upon the Messuages, Lands, Tenements, and Hereditaments by him, her, or them held or to be held, as is aforesaid.

And Lastly; It was mutually covenanted, concluded and Agreed by and between the said Parties to the said Writing Indented; And the said Defendants, by the said Articles declared, That they were well pleased, That if the said Complainants, or their Councel learned should think fit, and advise, that an *ACT OF PARLIAMENT*, or a *DECREE* in this Court, or both of them, should be necessary to be had, for the Confirmation of the said ARTICLES OF AGREEMENT, contained in the said Writing Indented; That they the said Defendants, their Heirs and Assignes, Lords of the said Mannor, should and would at all times then after, Consent unto such *ACT OF PARLIAMENT* or DECREE IN CHANCERY, or both of them, to be prosecuted at

at the Charges of the said Complainants, their Heirs, Executors or Assignes, for the Confirmation of the said Articles of Agreement, as by the same did appear. All which said Articles and Agreements ought to be observed, ratified, & confirmed by the said Defendants, according to the intent and true meaning of the said Writing Indented. But the Defendants, intending to break and infringe the Customes of the said Mannor, and to commence new Suits and Troubles against the said Complainants, refused to consent, that the Decree of this Court for the greater Confirmation of the said Agreement and Customs therein specified, should be had and passed, notwithstanding the several Requests of the said Complainants, to them made in that behalf, contrary to the tenor and effect of the Agreement before rehearsed.

To the end therefore, that the said Complainants might be relieved in the premisses, and might quietly and without molestation, enjoy their Just and Rightfull Customes and Priviledges, according to the Customs of the said Mannor, and the Contents of the Agreement before rehearsed: And that the said Agreement, in all the particulars thereof, might be ratified and confirmed, by the Decree of this Court.

The

The said Complainants prayed the aid and assistance of this Honorable Court, and that a Letter might be directed to the said Earle, and Process of *Sub-pœna* might be awarded and directed to the said other Defendants, to appear and Answer the Premisses: Which being granted, and the said Defendants therewithall served; They appeared accordingly, and answered: And confessed, that they, or some, or one of them, were, or was, and that at the time mentioned in the said Bill of Complaint, were or was seised of the said Mannor of *Istleworth-Syon*, in their, some or one of their Demeasnes, as of Fee: And that the said Sir *Thomas Ingram*, Sir *Thomas Nott*, Sir *John Syddenham*, and others, the said Complainants were, or were entituled to be Copyhold Tenants of the said Mannor, as in and by the said Bill of Complaint was alledged; and did confess the Sealing and delivery of the said Indented Writing, according to the tenor of the Complainants said Bill, and the Rehearsal therein contained; And denyed, that they devised to break or any way infringe the good and ancient Customs of the said Mannor, or to commence any Suits against the said Complainants, or any of them; or any wayes directly or indirectly, to trouble or molest the said Complai-

mants, in the enjoyment of their Just and Rightful Estates, Customs or Priviledges, contrary to the true intent and meaning of the Agreement set forth and mentioned in the said Writing Indented; but had alwayes been, and were ready and willing, and did by their said Answer Declare their consent and Agreement, That all and every the said Customes and Priviledges in the said Indenture specified and agreed, should be Ratified and Confirmed by the DECREE of this Honorable Court, if it might stand with the pleasure of this Court, and concluded with the general Traverse, As by the said Bill and Answer remaining on record in this Honorable Court, more fully and at large the same doth and may appear.

It is thereupon this present day, that is to say, on Saturday the Eight and Twentieth day of June, in the year of our Lord, One thousand six hundred fifty six By the right Honorable the Lords Commissioners of the Great Seal of England, and by the Authority of the said High Court of CHANGERY, and by and with the Consent of the said Parties, Plaintiffs and Defendants, and their Councel and Attorneys on both sides, in this Court, Ordered, Adjudged, and Decreed, That all and every the Agreements

in the said Indenture contained, and in the said Bill set forth to be made between the said Complainants and Defendants, touching the Fines, Heriots, and other Customes of the said Mannor of *Isleworth-Syon*, be ratified and confirmed by this present Decree, to be forever hereafter inviolably observed, performed, and kept allwel on the part and behalf of the Defendants their heirs and Assigns Lords of the said Mannor, as on the part and behalf of the Complainants their Heirs and Assigns, of their respective Copyhold Messuages, Lands and Tenements, held of the said Mannor.

Now at the request of the said Complainants, We have caused the Tenor of the said Decree by these presents to be Exemplified.

In witness whereof, We have caused these Our Letters to be made Patents.

Witness Our Self, at Westminster, the Tenth day of July, in the year of our Lord, One thousand Six hundred fifty Six.

Lenthall. Heath.

Examined by us { *Nat. Hobart* and *Edm. Gyles* } Clerks.

MEmorandum, It is agreed by the Tenants, That the *Articles of Agreement* before repeated, and the Copies of the *Bill* and *Answer*, and the *Decree* aforesaid under the Great Seal of *England*; and one printed Book entituled **Isleworth-Syons Peace**, shall remain and be kept in the Vestrey-house or Rome belonging to the Church of *Isleworth*, in a Chest with Three Locks and Keys: One of the which Keys to be from time to time kept by the Church-wardens of the Parish of *Isleworth*, for the time being: Another of the said Keys to be kept by the Church-wardens of the Parish of *Twickenham* for the time being; And the other Key to be kept by the Church-wardens of the Parish of *Heston* for the time being; In Trust, to and for the onely use of the *Copyhold-Tenants* of the said Mannor of *Isleworth-Syon*, their Heirs and Assignes. And the Homage for the *Court-Baron* to be held at *Michaelmas* yearly, are to take care, that the said VVritings and Book remain safe in the Chest: And that the said Three several Keys be delivered over to the respective Church-wardens, as aforesaid.

The Contents of the *Articles*.

1. HEriots upon the Death of a Tenant, pag. 9.
2. Fines and Heriots upon Admittances, p. 10.
3. That to be accounted an Acre, which is so in Estimation, Ibid.
4. Orchards and Nurseries to pay according to the Quantity of Land, Ibid,
5. The Husband to enjoy the Wifes Estate as by Courtesie at Common Law, p. 11.
6. Thirds belonging to the VVidow of a Copyholder, p. 12.
7. The youngest Son of a Copyholder shall inherit, Ibid.
8. Daughters shall be Coheirs were the deceased Tenant hath no Son, Ibid.
9. An Heir within Fourteen years of Age shall be admitted by a Guardian, who shall be the next of kin, that cannot inherit, p. 13.
10. One Fine for Heir and Guardian, Ibid.
11. The Heir to do Fealty at the Age of 21. Ibid.
12. The Guardian to give Security to Account and render Profits, Ib.
13. An Heir may choose a Guardian at 14 years of Age, and that Guardian shall give Security, &c. Ibid.
14. Another Guardian to be appointed, if any die or become Insolvent, before the Heir attain the Age of 14 years, p. 13, 14.
15. Tenants of Inheritance may take down or remove their Houses, and dispose of their Timber, &c. without pain or forfeiture, p. 14.
16. Tenants for Life may not commit VVaste, p. 14, 15.

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